

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

CARALYN FRIEDLY, on behalf of
himself and others similarly situated,

Plaintiff,

vs.

UNION BANK AND TRUST
COMPANY,

Defendant.

4:21-CV-3105

ORDER

This matter is before the Court on the parties' "joint stipulation for dismissal with prejudice and approval of settlement" ([filing 43](#)). The Court will approve that stipulation.

The parties are seeking court approval for their settlement agreement because the plaintiffs' claim arises under the Fair Labor Standards Act (FLSA), [29 U.S.C. § 201 et seq.](#), which was enacted for the purpose of protecting workers from substandard wages and oppressive working hours. *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1352 (11th Cir. 1982). And recognizing that there are often great inequalities in bargaining power between employers and employees, Congress made the FLSA's provisions mandatory; thus, its provisions are not subject to negotiation or bargaining between employers and employees. *Id.* So generally, when employees bring a private action under the FLSA, and present to the district court a proposed settlement, the Court may enter a stipulated judgment after scrutinizing the settlement for fairness. *Id.*

But that process is premised on the settlement actually operating to compromise the plaintiffs' rights under the FLSA—and here, it does not. The

parties agree that "[u]nder the terms of the Settlement Agreement, each Plaintiff is receiving 100% of the calculated damages for failure to include bonuses in their regular rate of pay before calculating overtime, plus an equal amount in liquidated damages." [Filing 44 at 3](#).

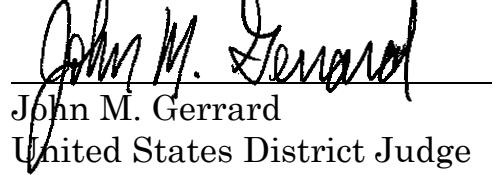
In the Eighth Circuit, it is an open question "whether the FLSA requires judicial approval to settle bona fide disputes over hours worked or wages owed." *Barbee v. Big River Steel, LLC*, 927 F.3d 1024, 1026 (8th Cir. 2019); *Melgar v. OK Foods*, 902 F.3d 775, 779 (8th Cir. 2018). The Court is convinced, however, that in this case—where the terms of the settlement provide the full measure of FLSA damages, *see 29 U.S.C. § 216(b)*—there has been no compromise of workers' rights requiring court approval. Therefore, "settlement of the dispute is solely in the hands of the parties." *Barbee*, 927 F.3d at 1027. Accordingly,

IT IS ORDERED:

1. The parties' stipulation for dismissal ([filing 43](#)) is approved.
2. A separate judgment will be entered.

Dated this 25th day of July, 2022.

BY THE COURT:


John M. Gerrard
United States District Judge